it has been held that a transfer to the payee will not be such a negotiation. *Herdman* v. *Wheeler*, [1902] 1 K. B. 361; *Vander Ploeg* v. *Van Zuuk*, 135 Ia. 350, 112 N. W. 807. But see *Lloyd's Bank* v. *Cooke*, [1907] 1 K. B. 794, 808. It has been held, however, that irrespective of such provisions the payee can recover on the ground of estoppel. *Lloyd's Bank* v. *Cooke, supra*. At common law the payee could be a holder in due course. *Watson* v. *Russell*, 3 B. & S. 34; *Fairbanks* v. *Snow*, 145 Mass. 153. *Contra, Charlton Plow Co.* v. *Davidson*, 16 Neb. 374. Since a *bonâ fide* payee is in substantially the same position as a *bonâ fide* indorsee, the common-law rule seems correct, and it would seem desirable to extend section 30 so as to expressly include a transfer to the payee. Under the present wording of the statute a result opposed to that of the principal case can only be reached by a strained construction of the word "negotiation" or the questionable theory of an estoppel.

. CARRIERS — CONNECTING LINES — INITIAL CARRIER: PRESUMPTION AS TO LOSS OF GOODS. — The plaintiff consigned goods on a through shipment over connecting lines. A part of the goods was lost. There was no evidence that the loss occurred on the defendant line, the initial carrier, nor did it contract to assume liability for the whole carriage. *Held*, that the defendant is not liable for the loss. *St. Louis, Iron Mountain, & Southern Ry. Co.* v. *Carlile*, 128 Pac. 690 (Okla.).

If the initial carrier assumes liability for the delivery of goods at their destination it is liable for any loss occurring during the carriage. *Adams Express Co.* v. *Wilson*, 81 Ill. 339. *Cf. Beard* v. *St. Louis, A. & T. H. Ry. Co.*, 79 Ia. 527, 44 N. W. 803. Courts differ, however, as what constitutes assumption of such liability. By the English rule the mere receiving of goods addressed to a point beyond its own line makes the initial carrier liable. *Muschamp* v. *Lancaster & P. J. Ry. Co.*, 8 M. & W. 421. This rule is generally said not to obtain in the United States. See *Myrick* v. *Michigan Central R. Co.*, 107 U. S. 102, 106, 1 Sup. Ct. 425, 429; *Bishawaiti* v. *Pennsylvania R. Co.*, 92 N. Y. Supp. 783. It has, however, been adopted by a number of jurisdictions. *Allen & Gilbert-Ramaker Co.* v. *Canadian Pacific Ry. Co.*, 42 Wash. 64, 84 Pac. 620; *Chicago & Northwestern Ry. Co.* v. *Simon*, 160 Ill. 648, 43 N. E. 596. A few cases have been found holding directly contrary to the English rule. *Northern R. Co.* v. *Fitchburg R. Co.*, 6 Allen (Mass.) 254; *The Thomas McManus*, 24 Fed. 509. But most of the cases cited as holding contrary to the English rule are distinguishable on the grounds of express limitation of liability to the initial carrier's own line, lack of authority by the agents to make through contracts, or express statutory provision. *Myrick* v. *Michigan Central R. Co. supra*; *Roy* v. *Chesapeake & Ohio Ry. Co.*, 61 W. Va. 616, 57 S. E. 39; *Atchison, T. & S. F. Ry. Co.* v. *Rutherford*, 29 Okla. 850, 120 Pac. 266. If, as in the principal case, the evidence fails to locate the loss, there is no presumption that it occurred on the initial carrier's line. *Atchison, T. & S. F. Ry.* v. *Rutherford, supra*. But see *Brintnall* v. *Saratoga & Whitehall R. Co.*, 32 Vt. 665, 675. There is, however, a presumption that it occurred on the final carrier's line. *Faison* v. *Alabama & Vicksburg Ry. Co.*, 69 Miss. 569, 13 So. 37; *St. Louis Southwestern Ry. Co.* v. *Birdwell*, 72 Ark. 502, 82 S. W. 835. But if, as seems probable, this presumption exists because the evidence of the place of loss is ascertainable solely by the carrier, there is no reason, it is submitted, why it should not be raised against whatever carrier may be defendant in the suit.

CARRIERS — CONNECTING LINES — LIABILITY OF CONNECTING CARRIER ON CONTRACT MADE BY INITIAL CARRIER. — The consignor of goods sent by the Wells Fargo and the defendant express companies arranged with the former company for payment of express. The defendant was not notified of the contract and refused to deliver to the consignee until paid full charges. *Held*,